Amendments to the Drawings

Fig. 4 has been amended to correct a typographical error, where "subscribe" was originally spelled "subscribte" at **415**.

No new matter has been introduced with this amendment.

REMARKS

The Specification and Drawings have been amended. Claims 1, 3 - 4, and 6 have been amended. Claims 13 - 19 have been added. No new matter has been introduced with these amendments or added claims, all of which are supported in the application as originally filed. Claims 2, 5, and 7 - 12 have been cancelled from the application without prejudice. Claims 1, 3 - 4, 6, and 13 - 19 are now in the application.

Applicants are <u>not</u> conceding that the subject matter encompassed by the claims as presented prior to this Amendment is not patentable over the art cited by the Examiner, as claim amendments and cancellations in the present application are directed toward facilitating expeditious prosecution of the application and allowance of the currently-presented claims at an early date. Applicants respectfully reserve the right to pursue claims, including the subject matter encompassed by the claims as presented prior to this Amendment and additional claims, in one or more continuing applications.

I.   <u>Proposed Replacement Drawings</u>

A proposed replacement drawing is provided herewith for **Fig. 4**, as discussed above in "Amendments to the Drawings". No new matter has been introduced with this proposed replacement drawing.

II.   <u>Objection to the Specification</u>

Paragraph 2 of the Office Action dated January 11, 2008 (hereinafter, "the Office Action") states that the specification is objected to as failing to provide proper antecedent basis for the claim subject matter, referring to Claims 10 - 12. These claims have been cancelled from the application without prejudice, rendering this objection moot. Accordingly, the Examiner is respectfully requested to withdraw the objection to the Specification.

III.   Objection to the Claims

Paragraph 3 of the Office Action states that Claims 9 and 12 are objected to as being of improper dependent form. These claims have been cancelled from the application without prejudice, rendering this objection moot. Accordingly, the Examiner is respectfully requested to withdraw the objection to the claims.

IV.   Rejection under 35 U. S. C. §101

Paragraph 5 of the Office Action states that Claims 7 - 9 and 12 are rejected under 35 U.S.C. §101 as being directed to non-statutory subject matter. These claims have been cancelled from the application without prejudice, rendering this rejection moot. Accordingly, the Examiner is respectfully requested to withdraw the §101 rejection.

V.   Rejection under 35 U. S. C. §112, second paragraph

Paragraph 11 of the Office Action states that Claims 10 - 12 are rejected under 35 U.S.C. §112, second paragraph, as being indefinite. These claims have been cancelled from the

application without prejudice, rendering this rejection moot. Accordingly, the Examiner is respectfully requested to withdraw the §112, second paragraph rejection.

VI.   Rejection under 35 U. S. C. §103(a)

Paragraph 14 of the Office Action states that Claims 1 - 12 are rejected under 35 U.S.C. §103(a) as being unpatentable over U. S. Patent 7,113,921 to Linker et al. (hereinafter, "Linker") in view of U. S. Patent 7,010,500 to Aarnio. Claims 7 - 12 have been cancelled from the application, rendering the rejection moot as to those claims. This rejection is respectfully traversed with regard to the claims as currently presented.

Applicants' independent Claim 1, as currently presented, recites:

A computer-implemented method of enabling users to subscribe to content in a computing environment, comprising:
identifying a content access behavior pattern of a user;
responsive to the *identifying*, consulting a mapping to determine a candidate content subscription to be offered to users exhibiting the identified behavior pattern, the candidate content subscription indicating at least one portion of content generated by a content source;
generating a markup language document representing the determined candidate content subscription;
offering, to the user, a subscription to the candidate content subscription using a graphical user interface constructed using the first markup language document;
responsive to acceptance of the offered subscription by the user, storing the markup language document as a trigger associated with the user and the content; and
subsequently evaluating the content generated by the content source, using the trigger, to determine whether any of the at least one portion of the content is considered a match to the trigger and if so, automatically sending each matching portion of the content to the user as the subscription. (emphasis added)

Applicants find no teaching in Linker or Aarnio of (at least) the above-underlined recitations of Claim 1, as will now be discussed.

Applicants find no teaching or suggestion in Linker of "consulting a mapping ..." responsive to identifying a content access behavior pattern of a user, in contrast to the claim recitations on lines 3 - 4 of Applicants' Claim 1 as currently presented. Furthermore, Applicants respectfully submit that Linker does not teach, or suggest, that a candidate content subscription is obtained by consulting a mapping (Claim 1, lines 4 - 5, "... consulting a mapping to determine a candidate content subscription ..."), where a subscription to this candidate content subscription is offered to the user (Claim 1, line 11, "offering, to the user, a subscription to the candidate content subscription ...").

In col. 1, line 67 - col. 2, line 9, Linker describes that when "contextual interaction information" is received, an image is displayed. However, this is not used for a subscription, in contrast to Applicants' claim language. Instead, Linker's displayed image indicates each product that "is available" for the image (col. 2, lines 1 - 3), and if the user selects one of these products, the product "is provided to the user" (col. 2, lines 7 - 9). Providing a product is different from offering a user a subscription to a candidate content subscription.

In col. 10, line 66 - col. 11, line 3, Linker states "The invention employs a client profile

to customize the presentation of a graphical user interface such as a point of entry page with particular features and products related to the repeat client's preferences.". However, this is <u>not</u> offering the user a content subscription, in contrast to Applicants' claim language as recited on lines 11 - 12 of Claim 1 ("offering, to the user, a subscription to the candidate content subscription ...").

Col. 12, lines 32 - 60 of Linker describe various objects used by an artificial intelligence engine **402**, including a "user object" **408** that "can provide access to user metadata including user rights, behavior (historical), preferences and subscription status" (col. 12, lines 41 - 44) and a "context object" **410** that "provides contextual interaction data ..." (col. 12, lines 44 - 53). Col. 12, lines 54 - 60 of Linker state "The [artificial intelligence] engine **402** employs the different types of data provided by [the various objects] to perform a rules based (artificial intelligence) analysis for determining <u>which images and related products will be displayed</u> in a page. In this way, the invention enables a <u>customized display</u> of the images and related products to be provided for each user." (emphasis added). However, there is no teaching or suggestion that these objects provide a <u>mapping</u> that is consulted, or that the artificial intelligence engine consults any mapping, "to determine a candidate content subscription <u>to be offered to users exhibiting the identified behavior pattern</u> ..." (Claim 1, lines 4 - 5, emphasis added). Furthermore, the "customized display" of "images and related products" is different from Applicants' claimed "offering, to the user, a subscription ..." (Claim 1, lines 11 - 12). See also Linker's col. 13, lines 10 - 17, which discuss the flowchart in **Fig. 18** and state that, after the display of the images and products is built at **422**, "the logic steps to an exit block and the

logic flow terminates". This is different from Applicants' claimed "responsive to acceptance of the offered subscription ... storing the markup language document as a trigger ..." (Claim 1, lines 14 - 15), in that Linker does not appear to disclose using this displayed image and product information for accepting an offered subscription.

Applicants also find nothing in Linker that can be equated to their claimed "trigger", as recited on lines 14 - 19 of Claim 1 ("responsive to acceptance of the offered subscription ... storing the markup language document as a trigger associated with the user and the content; and subsequently evaluating the content ... using the trigger, to determine whether any of the ... content is considered a match to the trigger ...").

These defects of Linker are not cured by Aarnio, which also does not teach or suggest "... consulting a mapping [responsive to identifying a content access behavior pattern] to determine a candidate content subscription to be offered to users exhibiting the identified behavior pattern ..." (Claim 1, lines 3 - 6), or "responsive to acceptance of the offered subscription ... storing the markup language document as a trigger ... and subsequently evaluating the content ... using the trigger ..." (Claim 1, lines 14 - 18).

Applicants note that col. 6, lines 29 - 31 of Aarnio recites "transmitting to the cellular telephone ... without user action ...". However, this is different from Applicants' claimed "identifying ..." (Claim 1, line 3), "... consulting a mapping ..." (Claim 1, lines 4 - 6), and "offering, to the user, a subscription ..." (Claim 1, lines 11 - 12), because the transmitting

recited at col. 6, lines 29 - 31 of Aarnio occurs <u>after</u> the user has already subscribed (see col. 6, lines 19 - 21, "subscribing, by the user ...").

Applicants also note that col. 5, lines 49 - 53 of Aarnio recites "... the subscription server **20** transmits offers to select mobile terminals of non-members (i.e., those who have not yet registered with the subscription server **20**) inviting the non-members to register ...". However, there is no teaching or suggestion of Applicants' claimed "identifying ..." (Claim 1, line 3) or "... consulting a mapping [responsive to the identifying] to determine a candidate content subscription to be offered to users exhibiting the identified behavior pattern ..." (Claim 1, lines 4 - 6).

In view of the above, independent Claim 1 is deemed patentable over Linker, Aarnio, and any combination thereof (assuming, *arguendo*, that such combination could be made and that one of skill in the art would be motivated to attempt it).

Dependent Claims 3 - 4, 6, and 13 - 19 are deemed patentable by virtue of (at least) the patentability of independent Claim 1, from which they depend. Applicants also respectfully submit that Claim 6, for example, is independently patentable over the cited references, neither of which teaches or suggests "... the subsequently evaluating further comprises <u>scheduling time on an electronic calendar of the user</u> when any of the at least one portion of the <u>content is considered a match to the trigger</u>" (emphasis added).

In view of the above, the Examiner is respectfully requested to withdraw the §103 rejection of all claims as currently presented.

VII.   Conclusion

Applicants respectfully request reconsideration of the pending rejected claims, withdrawal of all presently outstanding objections and rejections, and allowance of all remaining claims at an early date.

Respectfully submitted,

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Attachment: Replacement Sheet (1)